IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO. 1181 OF 2003

IN

SUM. SUIT NO. 2824 OF 2003

GMAC-TCFC FINANCE LTD., .. Plaintiff

vs.

HEMANGI RAO & ANR. .. Defendants.

Mr. P.M. Shah for plaintiff.

Mr. A.N. Singh i/by M. Dinkarrao

for defendants.

CORAM : S.U.KAMDAR, J.

DATE : 24th August, 2005.

P.C.

. The present suit is filed for recovery of the amount of Rs. 2,34,418/- with interest and other charges after giving credit to the payments made the balance due and payable comes to Rs 1,56,769/-. Under the agreement for car purchase the amount unpaid as due and payable by the defendant to the plaintiff as mentioned in Schedule II to the said agreement. In respect of the said balance claim the present suit is filed. The summons for judgment is taken out. The same is

served on the defendant. The learned advocate for the plaintiff has not filed affidavit in reply and does not desire to file any affidavit in reply and argued the matter on the basis of record. He contended that the suit is not maintainable as a summary suit and seeks unconditional leave to defend. He has contended that the demand promissory note is not annexed to the present suit and, therefore, the suit is not maintainable as summary suit. However, the suit being on liquidated sum under the written contract, the summary suit is maintainable. However, there is no affidavit in reply to the summons for judgment seeking leave to defend. In view thereof, no contention of the defendant can be entertained. The summons for judgment is made absolute. Decree as prayed.